



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY					REVENUE ONLY		
E	<input checked="" type="checkbox"/>	New	Vendor Code		Dept.	Contract Number	
M	<input type="checkbox"/>	Change			SC	A	
X	<input type="checkbox"/>	Cancel					
County Department					Dept.	Orgn.	Contractor's License No.
TRANSITIONAL ASSISTANCE DEPT							
County Department Contract Representative					Ph. Ext.	Amount of Contract	
Aimee Payne						REVENUE ONLY	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
AAA	DPA	TAD		9800		OSE09000	
Commodity Code			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount I/D
Project Name							
Outstationed EW			N/A	\$N/A			
			N/A	\$N/A			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Kaiser Permanente Medical Center

Address 9961 Sierra Ave.

Fontana, CA 92335

Phone

Birth Date

427-4721

Federal ID No. or Social Security No.

Hereinafter called Hospital

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, Kaiser Permanente Medical Center desires to have Eligibility Workers assigned to its site for the purpose of taking and processing Medi-Cal applications for patients, and

WHEREAS, the Transitional Assistance Department (hereinafter referred to as "County" or "TAD") is willing to provide Eligibility Workers on the terms and conditions hereafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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I. TAD RESPONSIBILITIES

TAD Shall:

- A. Make a good faith effort to employ and train the number of Eligibility Workers required to handle the Medi-Cal application workload for the Hospital.
- B. Schedule the Eligibility Workers at the Hospital on weekdays only (Monday through Friday). Eligibility Workers shall not be available on weekends, evenings, nights, County holidays, or 9/80 off days. The EW shall not work in excess of eighty hours during a two-week pay period.
- C. Be under no obligation to provide replacement Eligibility Workers in the event an assigned Eligibility Worker is temporarily absent for any reason. TAD shall make a good faith effort to provide coverage of the Hospitals during planned and unplanned absences within the limitations of TAD resources and personnel.
- D. Maintain sole authority and responsibility for the assignment and/or reassignment of all TAD staff, including Hospital of assignment and tasks required to be completed.
- E. Provide for supervision of the Eligibility Worker by an Eligibility Worker Supervisor I, and for management by a District Manager.
- F. Have sole responsibility of supervising TAD staff, and Hospital shall not exercise any control or supervision over TAD staff. Any concerns or suggestions shall be taken to the District Manager or his/her designee.
- G. Review the applicable Hospital rules and regulations provided to TAD by Hospital. Hospital to provide any rules that are in writing and not already covered by the County contract.

TAD will assure that Eligibility Workers assigned to the Hospital conform to the reasonable rules and regulations of the Hospital which are not in conflict with TAD rules and regulations and which are applicable to Hospital employees.

- H. Maintain a log of persons screened for Medi-Cal, applications taken, and the disposition of the applications.
 - 1. TAD will compile a monthly recap from the screening log. This will be in the form of a memo from the Eligibility Worker. It will show count for the previous month's total approvals, denials, still pending and total inquiries.
 - 2. Two copies of the Recap memo will be sent to the Hospital, the TAD District Manager, and the assigned Eligibility Worker Supervisor I within ten workdays after the end of the month.
- I. Provide the Hospital prescreening forms and information to enable the Hospital to refer only patients who are potentially Medi-Cal eligible to the Eligibility Worker.
- J. Provide an Eligibility Worker appointment calendar to be used jointly by the Eligibility Worker and Hospital staff in setting Medi-Cal screening and application appointments with the Eligibility Worker.
- K. Require each EW to refer potential applicants who want CalWORKs to their local TAD office.

- L. Ensure that all Medi-Cal applications are processed in accordance with the applicable state statutes/regulations and TAD policies.
- M. Require each Eligibility Worker to take applications up to the current Hospital Outstation Medi-Cal applications target of 40 for an Intake (applications) EW for a calendar month.

II. HOSPITAL RESPONSIBILITIES

Hospital shall:

- A. Provide adequate office space, equipment, supplies, and office assistance as outlined below. Where TAD finds that the facilities, equipment, supplies, and/or Hospital office assistance are inadequate, it reserves the right to refuse to assign an Eligibility Worker to the Hospital and/or remove the assigned Eligibility Worker until the situation is determined adequate by TAD.
 - 1. Adequate office space includes, but is not necessarily limited to: A private interviewing/work area of at least 110 square footage to safely contain all the equipment and supplies, as well as the Eligibility Worker and two other adults. There should also be a client waiting area separate from the interviewing/work area.
 - 2. Adequate equipment includes, but it is not necessarily limited to: A locking desk with at least one file drawer in it, a standard executive-type chair with wheels, three conference chairs for interviewing clients, a locking two (2) to five (5) drawer file cabinet, a calculator with tape, a phone with access to two outside phone lines and one inside phone line, and access to photocopy machines.
 - 3. Adequate supplies includes, but is not necessarily limited to: Two (2) in and out baskets, trash can, two (2) bookends, two (2) legal-size clipboards, pens, pencils, erasers, stapler, staples, staple remover, tape dispenser, scotch tape, carbon paper, desk ruler, clock, scissors, note pads, tablets, dictionary, desk calendar, and blank standard file folders.
 - 4. Adequate office assistance includes, but is not necessarily limited to:
 - Prescreening clients to determine potential Medi-Cal eligibility prior to referring them to the Eligibility Worker.
 - Answering the phone and taking messages when EW not present.
 - Scheduling appointments for the Eligibility Worker at times open for applications on the Eligibility Worker's appointment calendar.
 - Providing interpreters as needed by the Eligibility Worker. If interpreters are not available, advising the patient to bring their own interpreter to the interview.
- B. Ensure Hospital staff receives adequate instruction on Medi-Cal confidentiality regulations to the end that with all Medi-Cal applicants and recipients, confidentiality is protected.
- C. Ensure Hospital employees make no attempt to exercise any control or supervision over the TAD staff or to influence TAD staff regarding any client or case action.

- D. Contact the District Manager or his/her designee with any concerns and/or suggestions for overcoming problem areas and/or changing procedures. The District Manager must ensure consistency with TAD policies and procedures is maintained.
- E. Provide TAD with three copies of the applicable Hospital rules and regulations as stated in I, G.
- F. Following TAD guidelines, prescreen all patients/clients for potential Medi-Cal eligibility prior to setting up an appointment with the Eligibility Worker for application screening.
 - 1. Hospital shall inform referral patients of the Medi-Cal intake appointment and documents required to complete the application process.
 - 2. Hospital shall inform referral patients of the potential to have a Hospital staff person assist the patient in responding to Medi-Cal requirements, and provide Hospital staff to act in that capacity as an Authorized Representative for the patient.
- G. Have the option of utilizing the Eligibility Worker appointment calendar when referring a client to the Eligibility Worker for an application screening or a return appointment.
- H. In conjunction with TAD, ensure that the Medi-Cal card is provided only to the Medi-Cal recipient, not to the Hospital.
- I. Provide TAD with a sixty (60) day prior written notice and justification of the Hospital's desire to increase or decrease the number of Eligibility Worker staff/hours.
- J. Understand and agree that TAD may or may not meet the amount of assigned Eligibility Worker time and/or staff requested based on limitations of TAD Resources and Personnel and TAD's ability to fill these positions.
- K. Not hold TAD responsible, financially or otherwise, for any action taken by the State Department of Health Services which would require the removal of the EW staff from a Hospital or termination of this contract in part or whole.

III. FISCAL PROVISIONS

Hospital Shall:

- A. Reimburse TAD for the County portion of the total annual cost of each Eligibility Worker assigned to Hospital. In the event Federal/State Funding for Eligibility staff is decreased or withdrawn, reimbursement shall be made to TAD for the Federal and Non-Federal portion of the total monthly cost of each Eligibility Worker assigned to Hospital. This total cost includes salary, fringe benefits (total compensation costs), overhead, portion of supervisor, etc.

NOTE: County portion of costs exists only when Federal/State funding is decreased, withdrawn or TAD exceeds allowable funding.

- 1. The payment shall be made to TAD within 60 days of TAD notification to Hospital.
- 2. The cost of each Eligibility Worker provided is detailed in Exhibits A & B attached.

3. The Hospital reimbursement rate for the TAD Staff will be adjusted as these costs increase. TAD will provide Hospital with a sixty (60) day prior written notice of rate change and cost breakdown unless TAD receives a rate change notification less than ninety (90) days from the effective rate change. In that case, TAD will make every effort to notify Hospital as soon as possible after TAD is first notified.
- B. Reimburse TAD for Hospital's pro rata share of any Medi-Cal sanctions or withholdings imposed on the County. The payment shall be made to the TAD within 60 days of TAD notification to Hospital.

IV. INDEMNIFICATION CLAUSE

- A. The County agrees to indemnify, and hold harmless Hospital and its authorized agents, officers, volunteers and employees against any and all claims whatsoever arising from this Contract due to its negligence or errors and omissions for any costs or expenses incurred by TAD or Hospital on account of any claim due to County negligence, errors or omissions therefore in order to accomplish the indemnification herein provided for, the County shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown.
1. Workers' Compensation - A program of Workers' Compensation Insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the County and all risks to such persons under this Contract.
 2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- B. Hospital agrees to indemnify, defend and hold harmless TAD, the County and its authorized agents, officers, volunteers and employees against any and all claims arising from Hospital's negligent acts or omissions and for any costs or expenses incurred by TAD or Hospital on account of any claim therefore. In order to accomplish the indemnification herein provided for, Hospital shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown:
1. Workers' Compensation - A program of Workers' Compensation Insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the County and all risks to such persons under this Contract.
 2. Hospital shall require the carriers of this coverage to waive all rights of subrogation against the TAD and the County, their officers, volunteers, employees, contractors and subcontractors.
- C. Hospital shall furnish certificates of insurance and certified copies of all policies and endorsement or letter of self-insurance to TAD evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire except without thirty (30) days written notice to TAD, and shall maintain such insurance from the time consultant commences performance of services hereunder until the completion of such services.
- D. All policies, with respect to the insurance coverage above required, except for the Workers' Compensation insurance coverage, shall obtain additional endorsements naming TAD and the County, its employees, agents,

volunteers and officers and the Hospital as additional named insured as their interest may appear with respect to liabilities arising out of the performance of services hereunder.

All policies required above are to be primary and non-contributing with any insurance or self-insurance programs carried or administered by the County.

V. TERM AND TERMINATION PROVISIONS

- A. This contract shall be effective on the first day of August 1, 1999 and shall remain in effect until terminated or revised by either party.
- B. Either party of this contract may terminate it upon giving thirty (30) days prior written notice to the other party.

VI. GENERAL PROVISIONS

- A. Hospital and the agents and employees of the Hospital, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of TAD.
- B. Without the prior written consent of TAD, this contract is not assignable by Hospital either in whole or in part.
- C. No alteration or variation of the terms of this contract shall be valid unless made in writing as an amendment to this contract and signed by the parties hereto, and no oral understanding or contract not incorporated herein shall be binding on any of the parties hereto.
- D. Confidentiality: Hospital agrees to require their employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19-000 of Department of Social Services' Manual of Policies and Procedures to assure that:
 - 1. All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential and will not be open to examination for any purpose not directly connected with the administration of such public social service.
 - 2. No person will publish or disclose or use or permit or cause to be published, disclosed, or used any confidential information pertaining to an applicant or recipient. Hospital agrees to inform all employees, agents, and partners of the above provisions that any person knowingly and/or intentionally violating the provisions of this section is guilty of a misdemeanor.
- E. Notices: When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below. The Assistant County Administrator of SSG is authorized to exercise the County's rights with respect to termination of this agreement and the giving of notices as set forth below in this contract.

Notices will be utilized to advise of reimbursement rates and cost breakdown, to terminate the Contract, and to request an increase or decrease in the number of Eligibility Worker staff/hours.

Hospital:	Kaiser Permanente Medical Center
	9961 Sierra Ave.
	Fontana, CA 92335

TAD:

San Bernardino County Social Services Group
Contract Administration
150 S. Lena Rd.
San Bernardino CA 92415-0515

VII. CONCLUSION

- A. This Contract, consisting of eight (8) pages and Attachments A and B, is the full and complete document including all covenants, conditions and benefits. This Contract is intended by the Parties as the complete and exclusive statement of the terms of their agreement. Each of the Parties acknowledges and agrees that, in executing this Agreement, it has not relied upon, and expressly disclaims any reliance upon, any representation or statement not set forth herein. No amendment, modification, alteration, waiver or discharge of any provision of this Agreement will be valid unless in writing and signed by an Authorized Representative of the Party against which such amendment, modification, waiver or discharge is sought to be enforced.
- B. The signatures of the parties affixed to this contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

EXHIBIT A - COST PER ELIGIBILITY WORKER (EFFECTIVE 7/1/99)

EXHIBIT B - COST PER PRORATA SHARE ELIGIBILITY WORKER TIME (EFFECTIVE 7/1/99)

COUNTY OF SAN BERNARDINO

►
Jon D. Mikels, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By _____
Deputy

Approved as to Legal Form

►
County Counsel (Regina Coleman)

Date _____

Reviewed as to Affirmative Action

►
(Don Larkin)

Date _____

(Kaiser Permanente Medical Center.)

By ► _____
(Authorized Signature)

Dated _____

Title _____

Address 9961 Sierra Ave. _____

Fontana, CA 92335 _____

Reviewed for Processing

►
Agency Administrator/CAO

Date _____

